

Re-Tender

PROVISION FOR MAINTENANCE SERVICE FOR ELECTRIC FENCING

At the

East London Industrial Development Zone

CONTRACT NO: ES/22/ELEC/EF/02

VOLUME A (1 of 2): TECHNICAL PROPOSAL

**PROVISION FOR MAINTENANCE SERVICE FOR
ELECTRIC FENCING**

East London IDZ
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NOTE: DO NOT SPLIT/UN-BIND THIS DOCUMENT

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PART 1

THE TENDER

CONTRACT NO: ES/22/ELEC/EF/02

**PROVISION FOR MAINTENANCE SERVICE FOR
ELECTRIC FENCING**

1.1 TENDERING PROCEDURES

1.1.1 Introduction

1.1.2 Tender Notice and Invitation to Tender

1.1.3 Tender Data

1.1.1 INTRODUCTION

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, a multi-million-rand infrastructure and bulk services development initiated by the Department of Trade and Industry (DTI) that is part of the government's micro-economic reform strategy. In 2016, the ELIDZ has been designated as a Special Economic Zone and was the first to receive an operator's permit from DTI

The East London Industrial Development Zone is located on Buffalo City's West Bank adjacent to the existing East London port and airport, and much of the Phase 1 infrastructure and bulk services required for the development have been completed.

Tenderers are hereby invited from relevant service providers for the provision of various maintenance services at the above premises for the 3 years.

1.1.2 **TENDER NOTICE AND INVITATION FOR Re-TENDER**

The East London Industrial Development Zone SOC Ltd is the operator of the East London Industrial Development Zone (ELIDZ), an entity which exists to help manufacturers to become globally competitive through the development and efficient management of a modern, purpose built industrial location, which offers investing industries a streamlined business environment enhanced by a range of supporting services. The zone is already operational and currently houses a number of manufacturers that supply products for the local and international markets.

SCOPE OF WORK

Tenders are being invited with suitably qualified and experienced service providers for the provision for Maintenance Services for ELECTRIC FENCING in the East London Industrial Development Zone, located at our facilities within the West Bank area of the Buffalo City Metropolitan Municipality.

The successful tenderer will be required to enter into a three-year Contract for the provision for Maintenance Services for ELECTRIC FENCING installation with the East London Industrial Development Zone SOC Ltd.

Tender Reference No.	Tender Description / Name	Closing Date / Time
ES/22/ELEC/EF/02	PROVISION FOR MAINTENANCE SERVICE FOR ELECTRIC FENCING	30 September 2022 @ 12:00 noon

The services include the following summarised scope of work. See paragraph 2.2.1.2 for comprehensive Scope of work.

1. The provision of suitably qualified personnel as required, during normal working hours.
2. Scheduled and unscheduled maintenance activities required for the ELECTRIFIED FENCING installation and related equipment.
3. The provision of urgent and emergency response services related to ELECTRIFIED FENCING equipment, on a 24/7/365 basis.

BRIEFING MEETING

Note: A Non-Compulsory Briefing with representatives of the Employer will take place at Virtually via Microsoft Teams on 19 September 2022 starting at 10h00. Participants are to register their interests in attending the briefing meeting by emailing thato@elidz.co.za with subject line indicating the tender name and in the body of the email the details of the personnel that will be attending the meeting. This registering to attend is to be done by no later than 09:00 on the 18 September 2022.

BID CONDITIONS:

- Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line.
- Tenderer must be registered on Central Supplier Database (CSD) from National Treasury and MAAA number must be provided
- Tenderers should submit a valid original or certified B-BBEE certification. Companies with annual turnover less than R10 million to submit an accountant or SARS letter confirming turnover.
- Tenderers to provide certified copy of Company Registration Certificate
- Tenderers to provide Letter of Good Standing from Compensation Commissioner
- Tenderers must submit technical and financial proposals in two separate envelopes clearly marked "Envelope A -Technical Proposal" and "Envelope B – Financial Proposal". The financial proposal will only be opened should the technical proposal be found to be acceptable.
- Non- signed "Form of Offer" the financial proposal in "Envelope B" submission will result in the disqualification of the tender.
- Inclusion of Price Offer and/ or any other price related details in "Envelope A -Technical Proposal" will result in the disqualification of the tender.
- The successful Tenderer will be required to have sufficient and competent staff available to commence full time operations in accordance with the contract with effect from the

Commencement Date, failing which the contract will be awarded to the next most preferred Tender.

- The tender will be required registration with the CIDB in the category **2EB or higher** is compulsory for companies wishing to submit tenders
- A service provider will be required to submit a proof of registration of the staff registered with department of labour as an Installation Electrician as per Electrical Machinery Regulation 13(1) to issue the installation certificate of compliance. Failure to submit this document will result in an automatic disqualification.
- Tenderers are required to provide proof of Registration with PSIRA (Private Security Industry's Regulatory Authority). Failure to submit this document will result in an automatic disqualification.

POPIA

By submitting this tender, the bidder hereby consents to providing the ELIDZ with personal information as provided in the Protection of Personal Information Act 2013 (POPIA).

The ELIDZ undertakes to:

1. It will take all reasonable steps and precautions to preserve the integrity of bidders Personal Information and to prevent any corruption or loss of such data.
2. It will not do any of the following: copy, compile, collect, collate, process, store, transfer, alter, delete, interfere with or in any other manner use the bidders Personal Information as described in the Act for any purpose other than with the express prior written consent of the bidder.
3. Utilize the personal information provided for the purposes of assessment of the tender submitted by the bidder and contracting with the successful bidder as the case may be.
4. It will immediately inform the bidder in writing if any Personal Information relating to it has been compromised. The ELIDZ undertakes to immediately inform the bidder in writing as to how it will manage such compromise and what steps will be taken to rectify the situation.
5. Due and reasonable care of the bidder's personal information and not to share the said personal information with any third party unless you have authorized such disclosure, or the release of such information is required by law.
6. At all times strictly comply with its obligations under Data Protection Legislation.
7. Subject to legislative, regulatory, contractual and other legitimate conditions, the respective bidder has certain rights in terms of how their information is processed. The bidder can request access to information or guidance on how to lodge a complaint from or direct a request to exercise afforded rights to the ELIDZ Information Officer, or his/her deputy/ies, or the Information Regulator.
8. It will maintain guidelines, policies or procedures for the retention or destruction of data and will retain it only as long as necessary for the identified purposes or to meet legal requirements or policies.
9. It shall implement and maintain, at its cost and expense, appropriate, reasonable technical and organizational measures to prevent loss of damage to or unauthorized destruction of Personal Information and unlawful access to or Processing of Personal Information.

The ELIDZ shall not incur any liability for costs, loss or damage arising from the use of inaccurate or incomplete data provided by or on behalf of the bidder.

EVALUATION

The evaluation will be guided by the East London Industrial Development Zone procurement policy. Points will be awarded on the basis of Price and BBBEE.

Score breakdown:

- 80 Points for Price
- 20 Points for BBBEE

All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation.

TENDER DOCUMENT & SUBMISSION

The RFT document will be available for download on 09 September 2022 12h00 (Noon), at www.elidz.co.za, CIDB website & Dispatch website under opportunities.

It will be the responsibility of the respondent to ensure that the RFT documents reaches the ELIDZ. All tender documents are to be submitted online at <https://tenderportal.elidz.co.za> before the closing date and time of 12h00, 30 September 2022. only PDF documents must be uploaded with a maximum size limit of 2GB per file.

Hard copy document submission will not be considered.

TENDER ENQUIRIES

Queries relating to this tender may be addressed to:

Contact Person: Mrs A Mzantsi,
Contact number: 043 702 8200
Email: Anathi@elidz.co.za

1.1.3 TENDER DATA

Project title:	Provision of Maintenance Services for ELECTRIC FENCING		
Contract No:	ES/22/ELEC/EF/02		
Advertising date:	09 September 2022	Closing date:	30 September 2022
Closing time:	12:00 noon	Validity period:	120 days
Clause number			
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of SANS 294: 2004 (Edition 1).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>		
F.1.1	The employer is the East London Industrial Development Zone SOC Ltd.		
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>VOLUME A: TECHNICAL PROPOSAL</p> <p>1. THE TENDER</p> <p>1.1 TENDERING PROCEDURES</p> <p>1.1.1 Introduction</p> <p>1.1.2 Tender Notice and Invitation to Tender</p> <p>1.1.3 Tender Data</p> <p>1.2 RETURNABLE SCHEDULES</p> <p>1.2.1 List of Returnable Documents</p> <p>1.2.2 Returnable Schedules</p>		

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	<p>10. In Bids where consortia/joint venture/ sub-contractors are involved; each tendering party must submit a separate proof of TCS/PIN/CSD number</p> <p>11. Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the DTIC in consultation with the National Treasury.</p> <p>12. If the successful Bidder has been awarded the contract with value above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.</p>
F.2.7	<p>The arrangements for a virtual none compulsory clarification meeting is set to be held on:</p> <p>Date : 19 September 2022</p> <p>Starting time : 10:00am</p>
F2.13.2	The tender document, fully completed by hand in black ink, is to be deposited in the tender box in ELIDZ Admin 1 Building
F2.13.3	Only the original tender submission is required.
F2.13.5	The original tender offer is to be placed in two sealed envelopes , marked Volume A (1of1), (1of2) and Volume B, with the Tender Number and Description as well as the Tenderers Name and Address on both envelopes.
F2.13.6	A two-envelope procedure will be followed...
F2.14	The ELIDZ will disqualify any submission which is not suitably endorsed or which is not comprehensively completed.
F2.15.1	Submissions that are not received on or before the closing time will, in terms of the ELIDZ procurement policy, not be considered.
F.2.16	The tender offer validity period is 120 days.
F2.19	Access to premises will be required.
F2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line Tenderer is required to provide a CSD registration certificate on older than 10 days before closing of tender Tenderers should submit a valid original or certified B-BBEE verification certificate. Companies with annual turnover less than R10 million to submit an accountant or SARS letter confirming turnover. Tenderers to provide certified copy of Company Registration Certificate Tenderers to provide Letter of Good Standing from Compensation Commissioner Proof of Registration with the PSIRA. Failure to submit this document will result in an automatic disqualification. A service provider will be required to submit a proof of registration of the staff registered with department of labour as an Installation Electrician as per Electrical Machinery Regulation 13(1) to issue an installation certificate of compliance. Failure to submit this document will result in an automatic disqualification. The tender will be required registration with the CIDB in the category 2EB or higher is compulsory for companies wishing to submit tenders All returnable documents and schedules as listed in 1.2

F3.4 Tender submissions will be opened in public immediately after the stipulated closing time and date.

F3.11 The procedure of the evaluation of tenders is the two-envelope system

Tender evaluation will be carried out using the 80/20 preference point system, where:

- A maximum of 80 points are allocated for financial offer.
- A maximum of 20 points are allocated for preference.

The above-mentioned evaluation will be subject to offers being responsive and passing the functionality criteria prescribed in the attached schedule.

Quality/Functionality Evaluation

The score achieved for quality/functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero scores for that section):

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS			
Item	Description	Scored Points	Available Points
1	Criteria 1: Location		10
1.1	If the tenderer has a registered and currently operational office within the boundaries of Buffalo City Metropolitan Municipality (Provide lease agreement and/or BCM utility bill,)		10
1.2	If the tenderer has a registered and currently operational office within the boundaries of the Eastern Cape		5
1.3	If the tenderer has a registered and currently operational office Outside Eastern Cape		0
2	Criteria 2: Implementation Methodology		18
2.1	Company required to provide detailed method statements, which demonstrate the manner in which work is carried out typically on a maintenance contract of this nature and should cover a minimum of four core activities (3 points scored per activity) PROVISION OF BASIC(A) ROUTINE INSPECTION,(B) MAINTENANCE ELECTRICAL EQUIPMENT,(C)ADDRESSING OF DAILY EVENT LOGS,(D)MAINTAINING REMOTE VISUALS,(E) VEGETATION AND VERMIN CONTROL AND (F)ADHERENCE TO ELECTRICAL INSTALLATION REGULATION IN ACCORDANCE WITH OHS ACT REGULATION.		18
3	Criteria 3: Applicant's Expertise and Resources (Any change of allocated stuff, this change must be aligned with the initial submission requirement and be discussed with the ELIDZ F&M representative/Engineer for acceptance)		20
3.1	Project Technician Manager (5 years minimum experience) (Attach CV with contactable references)		
	≥ 15 years' experience on similar projects		10
	≥ 10 years < 15 years' experience on similar projects		7
	≥ 5 years < 10 years' experience on similar projects		5
3.2	Site Technician/Artisan (5 years minimum experience) (Attach CV with contactable references)		

	≥ 10 years' experience on similar projects		10
	≥ 7 years < 10 years' experience on similar projects		7
	≥ 5 years < 7 years' experience on similar projects		5
4	Criteria 4: Relevant Experience (Company)		15
4.1	Similar Perimeter fencing & electric fencing projects - 5 points can be scored for each confirmed similar project in progress or carried out in the past 5 years (Three referees to complete Annexure P06-1 to score a maximum 15 points)		
5	Criteria 5: Technical Merit		30
5.1	Site technician will be required to provide a proof of electrical installation training certificates and JVA advance system training certificate or confirmation letter of attendance with a letter head of the training service provider		30
5.2	No attached proof of training certificate or training confirmation letter for the about system		0
6	Criteria 6: Health and Safety		7
6.1	Attach OHS Officer CV and proof of relevant SHE training.		7
	PERCENTAGE EVALUATION SCORE FOR FUNCTIONALITY		100%

Tender offers scoring less than 70 points out of 100 points for quality/functionality will be regarded as non-responsive and not considered further.

Financial Offer Evaluation

The score achieved for financial offer will be determined using formula 2 (option 1) as follows:

$$\text{Points awarded} = 80 \left[1 - \frac{P - P_m}{P_m} \right]$$

Where P = the comparative offer of the tender offer under consideration
P_m = the comparative offer of the lowest responsive tender

Preference Evaluation Criteria

A maximum of twenty (20) points will be awarded to a tenderer for achieving BBBEE objectives. BBBEE points shall be computed using a relevant scorecard as guided by the company's annual turnover. This is in accordance with the new Codes of Good Practice. No points will be awarded for achieving BBBEE objectives if the total percentage scored for BBBEE is less than 30%.

All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation. ELIDZ reserves the right to negotiate if preferred bidder's proposal exceeds ELIDZ project estimate.

The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.

Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.

ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary

	information may be completed by service providers with a turnover of less than R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m).
F3.13.1	<p>Tender offers will only be considered if:</p> <ul style="list-style-type: none"> a) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and b) the tenderer has: <ul style="list-style-type: none"> i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect. iii. is not under restrictions, or has principals who are under restrictions, preventing participating in the ELIDZ procurement, iv. c) has the legal capacity to enter into the contract, v. d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, vi. e) complies with the legal requirements, if any, stated in the tender data, and i. f) is able, in the opinion of the ELIDZ, to perform the contract free of conflicts of interest. c) All returnable documents and schedules as listed in 1.2.1 have been completed and submitted with this document.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is 1 (one).

PART 2

THE CONTRACT

CONTRACT NO: ES/22/ELEC/EF/02

**PROVISION OF MAINTENANCE SERVICES
FOR ELECTRIC FENCING**

2.1 CONTRACT DATA

2.1.1 Contract Data

2.1.1 CONTRACT DATA FOR

Project title:	PROVISION OF MAINTENANCE SERVICES FOR ELECTRIC FENCING
Contract No:	CONTRACT NO: ES/22/ELEC/EF/02

	PART 1: DATA PROVIDED BY THE EMPLOYER
	CONDITIONS OF CONTRACT
	<p>The General Conditions of Contract for Construction Works (2010) [hereinafter referred to as GCC 2010], published by the South African Institution of Civil Engineering, is applicable to this Contract.</p> <p>Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT.</p>
	CONTRACT SPECIFIC DATA
	The following contract specific data; amendments; additions; or omissions are applicable to this Contract.

CLAUSES	Compulsory Data
1.1.14	The name of the “Employer” is East London Industrial Development Zone SOC Ltd.
1.2.2	<p>The address of the Employer is</p> <p>Physical Address:</p> <p>Lower Chester Road, Sunnyside</p> <p>Buffalo City (East London)</p> <p>5201</p> <p>Postal Address:</p> <p>P.O. Box 5458</p> <p>Greenfields</p> <p>5208</p> <p>Telephone: 043 – 702 8200</p>
1.1.15	The name of the Engineer is: Thato Sehau.

1.1.1.16	<p>The address of the Engineer is</p> <p>Physical Address:</p> <p>Lower Chester Road, Sunnyridge Buffalo City (East London) 5201</p> <p>Postal Address:</p> <p>P.O. Box 5458 Greenfields 5208</p> <p>Telephone: 043 – 702 8200</p>
Appendix 3	The time to deliver the Deed of Guarantee is 21 days. The liability of the Guarantee shall be for 5 % of the Tender Sum.
1.3.5	<p>Replace in its entirety with the following:</p> <p>The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.</p>
1.3.6	<p>Add the following as 1.3.6:</p> <p>The copyright of all information, documents, advice, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalising the Works will vest in the Employer, must be regarded as confidential and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, and may not be published either during the currency of this contract or after termination thereof without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>

1.3.7	<p>Add the following as 1.3.7</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>
1.3.8	<p>Add the following as 1.3.8:</p> <p>In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p>
4.6.1	<p>Replace with the following:</p> <p>The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.</p>
5.3.1	<p>Replace with the following:</p> <p>The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works immediately from the date the Contractor is given access to and possession of the Site in terms of Clause 11.</p>
5.4.1	<p>Replace the word “On the Commencement date” with the words “Within 14 days of the Contractor submitting to the Engineer an acceptable health and safety plan required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)”</p>
5.5.1	<p>The contract period for the Works is three years.</p>
5.6.1	<p>The Contractor shall deliver his Programme of work within 14 days from the Commencement Date.</p>
5.7.2	<p>Add the following to the end of the second paragraph:</p> <p>“which costs may be deducted from any payments due to the Contractor in terms of the Contract or any other Contract, now or in the future, existing between the Employer and the Contractor and for this purpose all these shall be considered on indivisible whole”</p>
5.9.1	<p>Amend as follows:</p> <p>“On the date that the Contractor is given access to and possession of the site, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of Contractor.</p>
5.8.1	<p>The special non-working days are statutory public holidays.</p>

5.8.1	The year-end break will be as stipulated by South African Federation of Civil Engineering Contractors (SAFCEC).
6.5.1	The percentage allowance to cover overhead charges on labour and supervision is 33%, and on material cost the percentage allowance is 10%.
6.8.2	Contract Price will be adjusted annually as per the escalation rates declared in the priced bill of quantities year on year
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amount due to the Contractor is 0 %. The limit of retention money is R Nil
6.10.3	This clause shall be deleted in its entirety.
6.11	This clause shall be deleted in its entirety.
7.8.1	The Defects Liability Period is 12 months.
7.9.1	<p>Add the following at the end of this clause:</p> <p>Such losses or damages may be recovered from the Contractor by deducting the same from any amounts still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Contractor and for this purpose all these contracts shall be considered one indivisible whole.</p>
8.6.1.1	The Contractor shall only be required to ensure the Works in so far as this comprises new construction. He shall however be required to ensure whatever plant, vehicles, tools, equipment and materials are utilised in the execution of his maintenance activities.
8.6.1.1.2	The Employer will not supply any materials.
8.6.1.1.3	The insurance is not required to cover professional fees.
8.6.1.3	<p>Public Liability Insurance shall have a limit of Indemnity of not less than R10 million for any one event. The Public Liability Insurance cover must be extended to include:</p> <ul style="list-style-type: none"> ▪ Spread of fire ▪ Damage to underground services <p>Surrounding property</p>
9.3.3	<p>Add the following at the end</p> <p>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any right whatsoever.</p>

10.1.3.6	Delete
10.4.2	Dispute resolution shall be by means of mediation.
10.7	Disputes are to be referred for final settlement to litigation.
11.0	Add the following new Clause 11.0: Amendments to be in writing “No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.”

Contract no: **CONTRACT NO: ES/22/ELEC/EF/02**

	PART 2: DATA PROVIDED BY THE CONTRACTOR
1.8	<p>The name of the Contractor is</p> <p>.....</p> <p>(insert the legal name of the Contractor, as well as the Contractor's registration number, if applicable)</p>
1.2.2	<p>The address of the Contractor is:</p> <p>Physical Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Postal Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Email address: Telephone:</p>

2.2	SCOPE OF WORK	
2.2.1	Description of the Works	
	2.2.1.1	Employers objectives
	2.2.1.2	Overview of works
	2.2.1.3	Extent of works
	2.2.1.4	Location of works
	2.2.1.5	Temporary works
2.2.2	Drawings	
2.2.3	Procurement	
	2.2.3.1	Preferential Procurement Procedures
	2.2.3.2	Subcontracting
2.2.4	Maintenance Works	
	2.2.4.1	Works specifications
2.2.5	Plant and Materials	
2.2.6	Equipment	
2.2.7	Existing Services	
2.2.8	Site Establishment	
2.2.9	Site Usage	
2.2.10	Permits and Way Leaves	
2.2.11	Alterations, Additions and Extensions to Existing Works	
2.2.12	Management	
2.2.13	Health and Safety Requirements	
2.2.14	Environmental Management Plan Requirements	

2.2 **SCOPE OF WORK**

2.2.1 **DESCRIPTION OF THE WORKS**

2.2.1.1 **Employer's Objectives**

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, and as such has an obligation to ensure that the various facilities and services that they own and control are at all times fully operational and able to perform the function for which they were intended.

Accordingly, the ELIDZ has a need to enter into contracts with suitable service providers who are able to carry out the various inspections, maintenance activities and repairs which are necessary to support these objectives.

2.2.1.2 **Overview of the Works**

The maintenance services comprise both scheduled and unscheduled items as described below:

Responsibility / Function
Complete daily inspection/test of electric fence network
Preparation and approval of weekly routine repair and replacement program
Kiosk inspection including checking the operation of all energizers, cleaning battery terminals, battery
Charging rates, battery load tests, battery chargers, vacuum kiosk, clean and replace filters where required
Inspect electric fence including wiring joints terminations, tensions and earths
Check electric fence furniture/equipment including strain and damage insulators, tensioners and bridges
Attend electric fence failures including cleaning fence equipment and remove corona tracing due to salt built up
Vegetation control comprising of patrolling the entire ELIDZ fence line and administer MAMBA or approved vegetation control mixture
Check and test fibre intrusion detection equipment and palisade fence
General routine repairs & replacement of defective equipment
Call-outs to attend to defective equipment
Compile a monthly preliminary payment valuation and report
Occupational health & safety method statements & compliance
Construction environmental management method statements & compliance

Preliminary & General:

Monthly Charges

- Provision of tools, equipment & plant
- Provision of staff and administration

Contract Charges

- Provision of sureties
- Provision of insurance
- Provision of site establishment
- Provision of staff induction
- Provision of PPE
- Compliance with OHS
- Compliance with CEMP
- Disposal of hazardous materials
- Safety file kept (current)

Routine maintenance (inclusive of all labour, equipment, transport, and all overhead costs)

The appointed service provider will be required to conduct monthly inspections, prepare weekly works programs and conduct the necessary repairs to existing and new perimeter protection on the ELIDZ network. The ELIDZ has installed approximately 12 Km of perimeter protective fencing around the five zones.

The perimeter protective circuits are controlled from sector kiosks, which are located throughout the ELIDZ site.

General maintenance items inclusive of supply and installation.

The appointed service provider will be required to supply, store and deliver necessary materials required to carry out all routine repairs and maintenance as authorised from time to time by the Engineer.

Provisional Sums

This portion of the contract deals with extra over rates which comprise of call out rates, contingencies, labour and transport rates, which work is largely as may be required and authorised from time to time by the engineer.

2.2.1.3 Extent of the Works

The maintenance services as defined above are required in Zones 1A, 1B, 1C, 1D, 1E and 1F of the ELIDZ as well as the Science and Technology Park (STP), the Mariculture Pump station.

Should the need arise the maintenance services may be extended to include one or more portions of new works undertaken on behalf of the ELIDZ. This additional work shall be undertaken at billed rates wherever possible.

Although the Bills of Quantities contain a quantity for each item of work, these are included only to ensure realistic pricing and for budget purposes.

The quantities shall not be interpreted as indicating the overall scope of work to be undertaken under the contract, and the Engineer shall instruct the Contractor as to the actual extent of work to be carried out under each billed item.

2.2.1.4 Location of the Works

Zone 1 of the East London Industrial Development Zone is located within Buffalo City on the western side of the Buffalo River, between the East London port and airport.

The actual location of each sub-zone is more fully described in the following table:

SUB-ZONE	DESCRIPTION OF LOCATION
Zone 1A	Situated south-west of Sunnyridge, between the Harbour Arterial Road and Prince George Circuit, and accessed from the traffic circle at the lower end of the new Chester Road.
Zone 1B	Situated west of Sunnyridge, on the northern side of the Harbour Arterial Road and to the east of the Breezyvale Distributor Road, with access off the Breezyvale Distributor Road slightly north of the traffic circle at the western end of the Harbour Arterial Road.
Zone 1C	Situated south-west of Sunnyridge, on the northern side of the Harbour Arterial Road, with access off the Harbour Arterial, opposite the IDZ Transportation Building.
Zone 1D	Situated between Sunnyridge and the airport, on the south of Settlers Way, and accessed from Millard road.
Zone 1E	Situated on the west side of lower Chester Road Sunnyridge

2.2.1.5 Temporary Works

The provision of any temporary works of whatever nature, required for execution of the scheduled items, shall be the responsibility of the Contractor, and the cost thereof shall be included in the rates for the respective items of work.

2.2.2 DRAWINGS

Drawings will be issued at award stage to the successful tenderer.

The tenderer will be required to provide updated layout drawings of the Electric fence installation/s from time to time.

The tenderer will be required to provide updated asset list of Electric Fence installation at 6 months.

2.2.3 PROCUREMENT

2.2.3.1 Preferential Procurement Procedures

The ELIDZ Procurement Handbook is included in envelope "A" of the tender submission and must be completed in full

2.2.3.2 **Subcontracting**

As stipulated in the General Conditions of Contract, the Contractor shall not subcontract any part of the contract without the prior written consent of the Employer. Accordingly, the Contractor shall submit his list of proposed subcontractors to the Employer or his representative for approval, prior to commencement of any activities on site.

2.2.4 **MAINTENANCE WORKS**

2.2.4.1 **Works Specifications**

The standard specifications applicable to this contract are the following **South African Bureau of Standards Standard Specifications**:

Act No. 85 of 1993	The Machinery & Occupational Health and Safety Act
SANS 10142-1	The wiring of premises Part 1: Low-voltage installations*
SANS 10400	The Application of the National Building Regulations*

The additional and particular Specifications applicable to this contract are:

ELIDZ Occupational Health and Safety Specification
ELIDZ Construction Environment Management Plan

These specifications are bound in with the tender documentation.

2.2.4.2 **SCHEDULED MAINTENANCE WORK**

The lists below describe in detailed the required schedule maintenance.

a) **Log Books & Attendance Register**

The Contractor will be required to compile/maintain a log book for the duration of the project and all staff carrying out any work activity on site, will be required to complete the attendance register in the control room and advise the overseeing of activities being performed.

b) **Record keeping**

A record shall be kept of each inspection and test in a book kept:

- at the Admin Building in the Engineer's office

The record book shall state at least the following:

- List of all equipment inspected
- The date and name of the person and company carrying out the services / tests / inspections
- Comments on the tests or inspections.

The Contractor shall also keep an updated duplicate of each log book at its own premises

c) **Equipment and components removed**

The contractor shall compile an inventory of all equipment and components that are removed during a replacement action. The inventory shall also indicate which equipment is still usable and is retained by the Contractor for future use in this contract.

d) Routine maintenance requirements

The work to be undertaken entails the provision of monthly maintenance services of the CCTV equipment within the ELIDZ.

The services defined are based on the current understanding of the requirements and strategic and business objectives of the Employer. It therefore follows that, as the need arises, the services may be amended (by agreement between the parties) to ensure that it at all times reflect the realities of the relationship between the Employer and the Contractor.

The service responsibilities stipulated shall not be construed as an exhaustive list and the Contractor shall be required to provide additional services or to comply with ancillary responsibilities to the extent that this may be required for the effective compliance with the stipulated responsibilities and to ensure that the Premises are serviced during Service Hours.

e) Unscheduled requirements

Unscheduled works will include Emergency, Urgent, and Routine response to requirements not included in the Routine maintenance requirements, and the replacement of equipment and components as listed in the BOQ. Provisional Sums have been included in the Bill to cater for such eventualities

2.2.5 Existing Services

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, most of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the contract and will be required to determine the position of all other known services which may be affected by his work, by consultation with the Employer or his representative.

The Contractor may be required to undertake work in close proximity to existing services in which case he shall take all necessary precautions to prevent any damage to these services. Should his operations result in any damage to existing services, he shall immediately notify the Employer or his representative who will inspect the damage and determine what further action is required. The Contractor shall be responsible for the cost of all repairs or reinstatement necessary, whether these are carried out with his own resources or by a third party.

2.2.6 Site establishment

a) Facilities provided by the Employer

The ELIDZ will provide, free of charge suitable office and workshop accommodation.

Reticulated potable water exists within each zone of the ELIDZ. Should the contractor require a supply of water to enable him to undertake any of his activities on the site then a suitable point of supply will be made available off the relevant reticulation. The contractor shall be responsible of removal and reinstatement on completion.

All zones of the ELIDZ are fully reticulated with electricity. Should the contractor require an electrical connection the he shall discuss his requirements with the engineer who will arrange for a supply with necessary capacity at a suitable position. The contractor shall be responsible for the cost of removal and reinstatement on completion.

Arrangements will be made for the contractor's staff to use the ablution facilities available on the site provided that they are kept in a clean condition and the contractor takes responsibility for breakages caused by his employees.

The employer is not able to assist with telecommunication facilities and the contractor shall make his own arrangements for whatever telephone and facsimile facilities he may require

b) Facilities provided by the Contractor

It is not envisaged that the Contractor will require a permanent campsite, with offices, storage or workshop facilities.

Should establishment of any temporary facilities be required to enable the Contractor to carry out any aspect of the work, then the location, cost, and extent of such facilities shall require prior approval of the Employer or his representative.

The Contractor will not be required to provide an office, telephone, vehicle or any other facilities or equipment for the exclusive use of the Employer, the Employer or his representative or their staff.

c) Notice Boards

A notice board is not required, nor will the Contractor be permitted to erect his own advertising board.

2.2.7 Site Usage

The Contractor shall restrict his operations to the immediate vicinity of the work being carried out and he shall not be permitted to unnecessarily obstruct or impact on other adjacent areas.

2.2.8 Permits and Way Leaves

Permits and way leaves are not required for horticultural work on the IDZ, but accurate records must be kept of all work done

2.2.9 Alterations, Additions, and Extensions to Existing Works

Wherever the Contractor is required to carry out new works tying into existing infrastructure, he shall first check that the information provided for the existing works is accurate and correct. Should there be any discrepancies as regards position, or defects in the quality of the existing work which may affect the proposed work, then the Contractor shall report these to the Employer or his representative and request clarification prior to proceeding with the new construction.

2.2.10 Management of the Works

a) Planning and Programming

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall prepare and submit to the Employer or his representative a Maintenance Plan that provides full details of the sequence and timing of the scheduled inspections and maintenance activities required in terms of the contract. This shall cover the entire contract period, and shall be amended and revised as necessary until approved by the Employer or his representative.

In addition, one week before the end of each month, the Contractor shall submit a list of work to be carried out during the following month, together with the anticipated expenditure, using the relevant items from the Bills of Quantities. The list shall include both scheduled maintenance items and unscheduled additional work items as requested by the Employer or his representative, and shall form the basis of the work to be carried out and paid for during the month. The Contractor shall not be entitled to claim for payment for scheduled items that have not been included in the monthly schedule and approved by the Employer or his representative.

b) Sequence of the Works

The sequence of work shall be carried out strictly in accordance with the maintenance plan and monthly schedule as detailed above.

Certain other aspects of unscheduled work may be required from time to time in response to call-outs. The response to any call-out shall be categorised according to the need for urgency in attending to the call-out.

The applicable categories of call-out are defined as follows:

i) Emergency Response: This shall be defined as an event that requires an immediate response or action to prevent and/or mitigate against damage, harm or injury to persons or property, or to limit the disruption of services. The Contractor shall respond to an emergency call-out within 2 hours.

ii) Urgent Response: This shall mean any failure or repair requirement that could significantly affect the services or pose a danger if left unattended for any length of time. The Contractor shall respond to an urgent call-out within 24 hours.

iii) Routine Response: This shall apply to all other failures or repairs other than those requiring either an emergency or urgent response. These items shall be dealt with as unscheduled additional work items as requested by the Engineer (refer to a) above).

All items of work shall be categorised as routine.

Items will however be included in the Bill of Quantities to allow for additional payment in the event that the Engineer requires either an urgent or emergency response to a specific aspect of unscheduled work.

c) Methods and Procedures

Prior to the commencement of any work on the site the Contractor shall submit method statements for each separate maintenance, repair or construction activity that he is required to undertake. The method statements shall be submitted to the Employer or his representative for approval at least 10 days prior to the scheduled start of the activity. The method statements shall set out the procedures to be followed in carrying out the activity and shall include details of compliance with both Occupational Health and Safety and Environmental aspects.

The Contractor shall ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

d) Quality Control

The Contractor shall ensure that the appearance of his staff is neat and tidy, and he shall provide them with appropriate and easily identifiable uniforms, preferably with the Contractor's logo, to enable them to be recognized at all times while on site.

The Contractor shall provide whatever samples of materials are required for approval prior to commencement, and shall undertake all necessary tests that are required in terms of the applicable specification to ensure that his workmanship meets the required standard.

e) **Environment**

Environmental considerations applicable to this project are detailed in the ELIDZ Construction Environment Management Plan (CEMP).

The Contractor shall ensure that he is fully aware of the requirements of the CEMP and that he understands his responsibilities regarding both his management of the project and the actual construction activities on site.

f) **Accommodation of Traffic**

The Contractor shall be responsible for the safety of all vehicular and pedestrian traffic affected by his work and shall provide the necessary deviations together with all warning signs, barricading and lighting fully in compliance with the requirements of the SADC Road Traffic Signs Manual.

The Contractor shall maintain access to all buildings and properties affected by his work and shall liaise with the relevant tenants and the IDZ to agree temporary or partial closure of any access point.

g) **Other Contractors**

Various other maintenance activities and construction contracts will be underway concurrently with this contract. The Contractor may be required to co-ordinate his activities together with the activities of the other contractors, and shall be notified of specific requirements by the Employer or his representative.

h) **Testing, Completion, Commissioning**

Each separate maintenance, repair or construction activity included in the contract shall be fully tested and independently commissioned on completion, and shall immediately thereafter be made available for use by the ELIDZ or the relevant tenant.

i) **Communications**

All communication of whatever nature shall be through the Project Manager or the ELIDZ Project Manager. All communication will be confirmed in writing within seven days, preferably via email, with supporting documentation, reports and or photos

j) **Key Personnel**

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall submit to the Employer or his representative detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission (at the time of contracting or during execution of the services), then the Contractor shall be required to submit for the prior approval of the Employer the names of personnel with equivalent or better qualifications and experience. Failure on the part of the Contractor to do so, shall permit the Client, without prejudice to its other rights, to summarily, and on such terms and notice as it may be deem fit terminate the agreement.

k) **Management Meetings**

The Contractor shall be required to attend a monthly meeting and inspection of work done and in progress during which all aspects relating to the progress, scope, expenditure, OHS and general administration of the contract will be discussed. The Contractor shall ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues. Contractor shall submit a written report at the meeting for review and comment

l) **Payments**

All payments to the Contractor shall be by means of electronic transfer and the Contractor shall provide his banking details to the Employer or his representative together with the initial payment claim. Monthly claims will be valued by the Project Manager and submitted to employer for payment within 30 days of receiving a corresponding original VAT invoice and statement

m) **Records**

The Contractor shall be required to provide a detailed report at the end of every month on a word document in both hard and electronic format. The monthly report shall be in a format to be agreed with the Employer and the Project Manager and shall contain the following:

- Results of all routine inspections carried out.
- A record of the routine maintenance activities undertaken.
- Details of repair work done
- Proof of additional/specialist work completed
- A monthly/Daily record of resources (both personnel and equipment) utilized on site.
- Incident report and actions taken
- Compliance to OHS and CEMP documents
- Monthly labour stats report returns

The report shall be submitted within seven days of the end of each month, and no payment will be made to the Contractor until the report has been received.

In addition the contractor shall submit a brief report on each item of unscheduled repair work that he is required to carry out.

The report shall be submitted within seven days of completion of the unscheduled item of work, and no payment will be made to the contractor until the report has been received.

n) **Payment Certificates**

After an audit has been carried out by the Project Manager, a payment Certificate shall be drawn up in an agreed format based on the bills of quantities and any variation orders authorized. The date for submission of each payment claim shall be agreed with the Employer or his representative. The procedure for preparation of Payment Certificates shall be as follows:

- The actual quantity for each item shall be agreed with the Engineer based on the cumulative total of the previous monthly quantity and the additional work carried out during the month.
- The Contractor shall draw up and submit his claim using the agreed quantities.
- The Engineer shall check the claim and certify the amount to be paid.

- The Contractor shall provide a VAT invoice to the Engineer for the certified amount.
- The Engineer shall submit the claim, the VAT invoice and the payment certificate to the Employer.

o) Permits

The Contractor is required to obtain identity tags and access cards issued free of charge by the ELIDZ for all his staff that enter the site. He shall make prior arrangements with the ELIDZ to obtain the tags timeously, as no member of his staff shall be allowed on site without the identity tag clearly displayed.

p) Proof of Compliance with the Law

The Contractor shall be required to comply with all regulations and laws of whatever nature that are applicable to his operations throughout the duration of the contract, and shall produce documentary evidence when requested for all aspects, including, but not limited to:

- Valid proof of registration with the Compensation Commissioner.
- Proof of registration for income tax and VAT.
- Compliance with the Occupational Health and Safety Act and Construction Regulations.

2.2.11 Health and Safety Requirements and Procedures

The Contractor shall comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan within 21 days of appointment for comment and approval. All necessary documentation shall be prepared and submitted for comment and approval prior to commencement with any work on site.

Specific Health and Safety considerations applicable to this project are detailed in the ELIDZ Occupational Health and Safety Specification. (Appendix A)

Method statements submitted for the Contractor's maintenance activities shall include details of compliance with Occupational Health and Safety within 21 days of appointment for comment and approval.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ Occupational Health and Safety standards prior to their undertaking any work within the IDZ premises.

The Contractor shall provide the necessary personal protective equipment and clothing to all staff as necessary for the type of work being carried out.

No member of the Contractor's staff shall be allowed on site while under the influence of alcohol or drugs. Any member of his staff that exhibits any signs of alcohol or drug usage shall be removed from the ELIDZ premises by security staff.

The Contractor shall be responsible for the protection of the public in the areas in which he is working and shall provide barricades and lighting as necessary to ensure their safety. He shall

also be responsible for the safe control of traffic wherever his works impact on the existing roadways.

2.2.12 **Environmental Management Plan (EMP) Requirements and Procedures**

The Contractor shall comply with all relevant aspects of the ELIDZ Construction Environmental Management Plan (CEMP) together with the Regulations referred to therein, as applicable to the scope of his activities.

The ELIDZ CEMP is attached as Appendix B

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Environmental Risk Assessments, and preparation of Method Statements for comment and approval prior to commencement with any work on site.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ CEMP standards prior to their undertaking any work within the IDZ premises.

2.3 SITE INFORMATION

2.3.1 Existing Services

2.3.2 Existing Buildings

2.3.3 Environmental Restrictions

2.3 SITE INFORMATION

2.3.1 EXISTING SERVICES

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, most of which are below ground. He will be required to determine the position of all other known services which may be affected by his work, by consultation with the Employer or his representative.

2.3.2 EXISTING BUILDINGS

Numerous buildings exist within the area in which the Contractor is required to undertake maintenance operations. Should the Contractor require drawings of any existing building to enable him to undertake his activities on site, then he shall request these from the Employer or his representative, who will make the necessary arrangements with the ELIDZ or other consultants for the provision of the record drawings for these buildings.

2.3.3 ENVIRONMENTAL RESTRICTIONS

Certain areas within the ELIDZ have been designated as “Environmentally sensitive areas”. Drawings indicating the location and extent of these areas can be obtained by request. Under no circumstances shall the Contractor enter or use these areas for any purpose whatsoever, without the specific written approval of the Employer or his representative.

APPENDICES

APPENDIX A

ELIDZ OHS Regulations

APPENDIX B

ELIDZ CEMP

APPENDIX C

ELIDZ GUIDELINES FOR COMPLETION OF SUPPLIER DEVELOPMENT BID DOCUMENT